

**INTERAGENCY AGREEMENT  
FOR  
AFRICAN BURIAL GROUND  
TECHNICAL ASSISTANCE  
BETWEEN  
THE NATIONAL PARK SERVICE  
AND  
THE GENERAL SERVICES ADMINISTRATION**

This Interagency Agreement (Agreement) is entered into on September 11, 2003 by and between the Northeast Region of the National Park Service (NPS) with offices at 200 Chestnut Street, Philadelphia, PA. and the Northeast and Caribbean Region of the General Services Administration (GSA) with offices located at 26 Federal Plaza, New York City, New York. It sets forth agreements between NPS and GSA regarding technical assistance services to be provided by NPS relating to the African Burial Ground, a National Historic Landmark, and responsibilities of GSA as the recipient of such services. This Agreement is authorized in accordance with the Historic Sites Act (16 U.S.C. 461-467), and the Economy Act (31 U.S.C. 1535).

**I. SUMMARY OF UNDERSTANDINGS**

At the request of GSA, NPS will provide technical assistance services set forth below to GSA relating to the planning, design, programming and operations of African Burial Ground related interpretive facilities and assign representatives to participate on the GSA African Burial Ground Exterior Memorial Existing Source Selection Board. NPS will provide a staff person to serve as the Contracting Officers Technical Representative (COTR) for the existing and any amended contracts between the GSA and IDI, Inc. and with John Milner and Associates for the Office of Public Education and Interpretation (OPEI), during the period of this Agreement. NPS will also design and implement a public involvement process to assess public receptivity to management alternatives for the future development and operations of ABG related interpretive facilities. GSA will provide the necessary funding, as set forth in a Support Agreement under this Agreement, to offset the full costs of NPS services. GSA will further provide funding for any costs related to amendments to the existing IDI, Inc. and John Milner and Associates contracts for necessary changes identified by NPS to be undertaken by IDI, Inc., John Milner Associates or by qualified subcontractors agreed to by NPS during the course of this Agreement.

## II. SERVICES TO BE PROVIDED BY NPS

In response to requests from the GSA for NPS assistance under this Interagency Agreement, NPS and GSA shall conclude mutually agreed upon written Support Agreements. These Support Agreements which will define tasks to be undertaken by NPS will include the following information:

- A scope of work statement
- Schedule(s) for performance of the work
- Funding arrangements, including whether payment is in advance or by reimbursement
- The amount of the funds required and available to accomplish the scope of work and
- The GSA's fund citation and the date upon which the cited funds expire for obligation purposes

The following details regarding the performance of the technical assistance defined by each Support Agreement will be addressed in each Support Agreement, if not covered in the Interagency Agreement:

- Identification of individual project managers
- Identification of type of contract, if any, to be used (if known)
- Types and frequencies of reports
- Identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property, and contract audits
- Procedures of amending or modifying the Support Agreement
- Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services and products.

Services and technical assistance shall be provided under this interagency agreement after an appropriate Support Agreement has been signed by a representative of each party authorized to execute the Support Agreement. Upon signature by each party's representative, a Support Agreement shall constitute a valid Economy in Government order. In the case of conflict between this Interagency Agreement and a Support Agreement, this Interagency Agreement shall control.

## III. INTERAGENCY COMMUNICATION

To provide for consistent and effective communication between NPS and GSA, each party shall appoint a Principal Representative to serve as its central point of contact on matters related to this Interagency Agreement. Additional representatives also may be appointed to serve as points of contact for specific Support Agreements, administrative processes, or types of information.

09/18/2003



#### IV. RESPONSIBILITIES OF THE PARTIES

##### Responsibilities of GSA:

1. Make available to NPS all reports, records, contracts and other documents relating to the ABG.
2. Coordinate with NPS prior to any proposed GSA public involvement and outreach activities to ensure that such efforts are consistent and compatible with NPS public involvement strategies.
3. Participate with and provide GSA personnel to NPS, as requested, to undertake cooperatively any specific portion of the work mutually agreed upon in Support Agreements under this agreement.
4. Provide full funding for NPS services as set forth in Support Agreements undertaken under this Agreement.
5. Provide at no cost to NPS any necessary and on-going visitor services and support spaces, i.e., office and curatorial/archival space, and maintenance and security services for any facilities determined by mutual agreement to be required and referenced in Support Agreements to this agreement. Should NPS become the manager of the African Burial Ground and related facilities, GSA support will continue until NPS secures adequate funds through its appropriations to enable implementation of the operations and staffing plan to be developed as a Support Agreement to this agreement or not later than the end of Fiscal Year 2005.

##### Responsibilities of NPS

1. NPS shall provide GSA with assistance and services in accordance with the purposes, terms, and conditions of this Interagency Agreement.
2. NPS will identify the authorized NPS representative to sign this agreement.
3. Work cooperatively with GSA to define the requirements and nature of Support Agreements required for interpretation and memorialization of the African Burial Ground National Historic Landmark
4. Assign qualified staff to perform the duties and responsibilities defined under Support Agreements to this Interagency Agreement.
5. NPS will provide detailed progress, financial, and other reports to GSA as agreed upon herein, in Support Agreements and requested by GSA. NPS will participate in GSA project management meetings as requested.

#### V. FUNDING

GSA shall pay all reasonable costs associated with NPS' provision of assistance and services under this Interagency Agreement, up to the maximum amount as reflected and agreed upon in each Support Agreement. GSA shall provide NPS with the

necessary funds, including appropriate funding information, to perform the work described in this Interagency Agreement.

NPS shall bill GSA quarterly for costs incurred using standard government forms and procedures and GSA shall reimburse the NPS within 30 days of receipt of requests for reimbursement.

If the NPS forecasts that its actual costs may exceed the amount of funds available, it shall promptly notify GSA of the amount of additional funds necessary to complete the work. GSA shall provide the additional funds to the NPS, or require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work.

Within 90 days of completion, the NPS and GSA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of the accounting, the NPS shall return to GSA any funds advanced in excess of the actual costs as then known or GSA shall provide any additional funds necessary to cover the actual costs as then known and authorized.

#### VI. APPLICABLE LAWS

This Interagency Agreement and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by NPS shall be governed by NPS and GSA policies and procedures.

#### VI. DISPUTE RESOLUTION

NPS and GSA agree that, in the event of a dispute between the parties, GSA and NPS shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication or other forms of nonbonding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures are unsuccessful, they shall refer it for resolution to the Office of Management and Budget.

#### VII. PERIOD OF THIS AGREEMENT

This Interagency Agreement between NPS and GSA is for a period of three years from the date of signature by the Agency Officials. The Agreement is renewable for a period of time up to three years to complete the purposes of the original agreement.



## VIII. MISCELLANEOUS

## 1. Other Relationships or Obligations

This Interagency Agreement shall not affect any preexisting or independent relationships between GSA and NPS.

## 2. Survival:

The provisions of the Interagency Agreement that require performance after the expiration or termination of this Interagency Agreement shall remain in force notwithstanding the expiration or termination of the Agreement.

## 3. Severability

If any provision of this Interagency Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

## IX. AMENDMENT, MODIFICATION, AND TERMINATION

This Interagency Agreement may be modified or amended only by written, mutual agreement of the parties. It may be terminated by either party upon 90 days notice delivered in writing to the respective offices. In the event that the Agreement is terminated, NPS shall be compensated for any work performed up to the date of the termination of the Agreement.

GSA and NPS agree that should any contractor or subcontractor including IDI and OPEI fail to perform successfully in duties specified by NPS, renegotiation of this Agreement and/or Support Agreements under this Agreement will be necessary and shall include GSA funding for any additional NPS work and costs to obtain an acceptable product.

## X. EFFECTIVE DATE

This Interagency Agreement shall become effective when signed by both GSA and NPS.

  
Karl H. Reichelt  
Regional Administrator  
Northeast and Caribbean Region  
General Services Administration

Date: 9/22/03  
09/18/2003

  
Marie Rust  
Regional Director  
Northeast Region  
National Park Service

Date: 9/18/03